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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

BAJER DESIGN & MARKETING, INC.,
a Wisconsin corporation,
Plaintiff

v.

**FAB STARPOINT LLC, a New York
Corporation, and FASHION ACCESSORY
BAZAAR LLC, a New York Corporation,
Defendants.**

Case No.: 08-CV-6655

Judge Gettleman

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CONSENT JUDGMENT

The Plaintiff, BAJER DESIGN & MARKETING, INC., (“Plaintiff”) and the Defendants, FAB STARPOINT LLC and FASHION ACCESSORY BAZAAR LLC. (“Defendants”), having agreed to the entry of this consent judgment, it is ORDERED, ADJUDGED AND DECREED as follows:

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1. This court has jurisdiction over the subject matter of this action and jurisdiction over both the Plaintiff and Defendants.
 2. Judgment is hereby entered in favor of Plaintiff and against Defendants on Plaintiff’s claims of infringement of United States Patent Nos. 5,964, 533 and RE37, 924; trademark infringement; unfair competition; false designation of origin; common law trademark infringement; common law unfair competition; and violation of the Illinois Consumer Fraud Act.
 3. Defendants waive all defenses and counterclaims which could have been raised in this action including all defenses and counterclaims for invalidity, non-infringement, and/or unenforceability of the patents-in-suit.
 4. United States Patent Nos. 5,964,533 and RE37, 924 are valid and enforceable.

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5. United States Trademark Registrations, Fed. Reg. No. 2,276,917, for the mark POP OPEN® for use on a “collapsible containers” and Fed. Reg. No. 2,271,373, for the mark POP-UPS!® for use on “hampers” are valid and enforceable.

6. Plaintiff’s claims for damages and attorney fees with respect to trademark infringement, unfair competition, false designation of origin, common law trademark infringement, common law unfair competition, and violation of the Illinois Consumer Fraud Act are dismissed with prejudice, provided, however, that any such claims shall be preserved with respect to any action by any Defendant after the date of entry of judgment.

7. Plaintiff’s claims for damages and attorney fees with respect to patent infringement are dismissed with prejudice, provided, however, that any such claims shall be preserved with respect to any infringement of the patents-in-suit by either Defendant after the date of entry of judgment.

8. Each party is to bear its own costs and attorney fees.

9. Defendants, their officers, agents, servants, employees, attorneys, and those persons or entities in active concert or participation with them who receive actual notice of this PERMANENT INJUNCTION, are hereby permanently enjoined from making, using, selling, offering to sell or importing, or inducing others to make, use, sell, offer to sell, or import foldable hampers and collapsible containers that infringe upon at least one claim of United States Patent Nos. 5,964,533 and RE37,924, including: a “Pop-Up Hamper” (Complaint Exhibit 5), absent Defendants purchasing foldable containers from Plaintiff or Defendants being granted a license by Plaintiff under United States Patent No. 5,964,533 and United States Patent No. RE37, 924, and Defendants not being in any uncured breach of the terms or conditions of any such license so granted or purchase made.

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10. This PERMANENT INJUNCTION shall remain in effect until any one of the following events occurs: (1) the expiration of United States Patent No. 5,964,533 and United States Patent No. RE37, 924 or (2) all of the claims of United States Patent No. 5,964,533 and United States Patent No. RE37, 924 are held to be invalid by a final order of a court of competent jurisdiction that has not or cannot be appealed. In the event that fewer than all of the claims of United States Patent No. 5,964,533 and United States Patent No. RE37, 924 (or claims added during reissue or reexamination of those patents) are cancelled or are held invalid or unenforceable in a final order that has not or cannot be appealed, and then Defendants shall not be precluded from seeking modification of this PERMANENT INJUNCTION, upon a showing by Defendants of non-infringement of such claims that remain.

11. Defendants, their officers, agents, servants, employees, attorneys, and those persons or entities in active concert or participation with them who receive actual notice of this PERMANENT INJUNCTION, are also hereby permanently enjoined from using in commerce any reproduction, counterfeit, copy, or colorable imitation of Plaintiff's trademarks POP-UPS!® and POP OPEN® including the terms POP UP or POP-UP or POP-OPEN in connection with the sale, offering for sale, or distribution, or advertising of foldable hampers and collapsible containers until such time as Defendants can prove that Plaintiff has ceased use of its POP-UPS! and POP OPEN trademark or colorable imitation thereof for a period of three (3) consecutive years, absent Defendants being granted a license by Plaintiff under its POP-UPS! trademark and Defendants not being in any uncured breach of the terms or conditions of any such license so granted.

12. This Judgment has been unconditionally accepted by authorized representatives of Plaintiff and Defendants.

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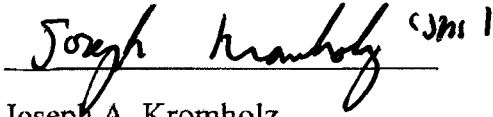
13. The court retains jurisdiction to enforce this Order.

Entered this _____ day of _____ 2009.

UNITED STATES DISTRICT JUDGE

WE ASK FOR THIS:

Counsel for Plaintiff

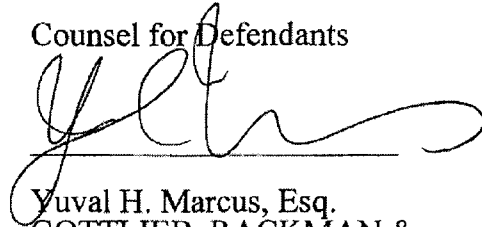
 *Joseph Kromholz* ^{cm 1}

Joseph A. Kromholz
Ryan Kromholz & Manion, S. C.
P.O. Box 26618
Milwaukee, WI 53226-0618
Telephone (262) 783-1300
Facsimile (262) 783-1211

 *Andrew Staes*

Andrew Staes
Steven Scallan
Staes & Scallan, LLC.
111 W. Washington,
Suite 1631
Chicago, IL 60602
Telephone (312) 201-8969
Facsimile (312) 201-9233
(local counsel for Plaintiffs)

Counsel for Defendants

 *Yuval H. Marcus*

Yuval H. Marcus, Esq.
GOTTLIEB, RACKMAN &
REISMAN, P.C.
270 Madison Avenue, 8th Floor
New York, NY 10016
Telephone (212) 684-3900 x241
Facsimile (212) 684-3999

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JOINT MOTION FOR ENTRY OF CONSENT JUDGMENT

The Plaintiff, Bajer Design & Marketing, Inc., ("Bajer") the Defendants, FAB Starpoint LLC and Fashion Accessory Bazaar LLC, have agreed to the entry of the consent judgment that is attached to this motion. Entry of the consent judgment by this court is respectfully requested. And it is so ORDERED.

ENTERED this _____ day of _____, 2009.

UNITED STATES DISTRICT JUDGE